

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
DOCKET NO. 1:23-CV-114**

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**JOHN DOE**

**Plaintiff,**

**-against-**

**DECLARATION OF  
JOHN DOE**

**WAKE FOREST UNIVERSITY,**

**Defendant.**

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Plaintiff, whose application to proceed under the pseudonym John Doe, according to my counsel, was not opposed by the Defendant and approved by this Honorable Court, hereby declares, subject to the penalties of perjury pursuant to 28 U.S.C. § 1746:

1. I am the Plaintiff in this action and as such, I am fully familiar with the facts and circumstances set forth herein.

2. I submit this declaration in response to Defendant Wake Forest University's Opposition to Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction dated February 16, 2023.

3. Defendant argues in part that the Temporary Restraining Order and Preliminary Injunction should not be issued because I will be unable to make up the coursework necessary to successfully complete the courses in which I was previously enrolled, for the Spring 2023 semester.

4. As noted below, before my suspension, my course schedule included six classes. Respectfully, of great importance is the fact that Defendant submitted Declarations of two

individuals (Dr. Gokce Palak and Phil Anderson<sup>1</sup>) alleging that I would not be able to complete the course work to obtain a passing grade for two of my six classes. It is reasonable then to conclude that Defendant agrees that I would be able to successfully make up the work in my four other classes.

5. As discussed further below, I categorically disagree with Dr. Palak and Dr. Anderson's assertions that if provided with the necessary resources and the opportunity, I could not make up the missed work and perform at a satisfactory level.

6. With the pendency of my appeal concerning the Title IX decision, I was permitted to participate in my courses remotely, from January 9 until January 24, 2023. It is without question that the pending Title IX appeal was a huge distraction and weight on my mind. Despite wondering day to day when and if I would be separated from the University, I did all I could to remain focused on my schoolwork.

7. I have reviewed the syllabi for each course in which I was previously enrolled and am confident that, if permitted to return to classes immediately, I will be able to make up any missed work and get back on track to successfully pass all courses and earn my degree in May 2023.

8. The courses I was previously enrolled in for the Spring 2023 semester include the following:

- a. BEM 241- Production and Operations Management
- b. BEM 261- Legal Environment of Business
- c. BEM 371- Strategic Management
- d. BEM 388 - Management Simulation
- e. SPA 212 - Exploring the Spanish World
- f. FIN 333 - Advanced Finance

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<sup>1</sup> I do not disagree with Dr. Herbert's assertion that if I do not complete my outstanding 16.5 credits this semester, I would not be eligible to graduate in May 2023. I note Dr. Herbert takes no position as to my ability to pass my classes if provided an opportunity to do so.

9. As of today, I have only missed one examination, in BEM 261-Legal Environment and Business, which I understand took place on February 13. I will still be able to make up the coursework and obtain a passing grade, given that there are four exams in total, accounting for 100 points each, as well as a group think project which accounts for 50 points. Defendant has not submitted any evidence to refute this fact.

10. With respect to BEM 241, Dr Palak's Declaration is simply inaccurate and paints a distorted picture of the facts. Dr. Palak failed to inform Your Honor that, according to the syllabus, the midterm in this class is not even scheduled to take place until March 2<sup>nd</sup>. If permitted to return to classes immediately, I will be prepared to take the exam on that date. Dr. Palak failed to advise this Court that prior to my removal from classes. To date, I have only missed one homework assignment, out of four for the semester, and one quiz, out of four for the semester. Given the homework assignments and quizzes each total 15% of the course grade (3.75% per assignment/quiz), even if not permitted to make up these missed assignments, I intend to fully commit myself to my studies for the remaining three months of the semester to ensure I achieve passing grades in all courses.

11. Concerning Dr. Anderson's class, BEM 371-Strategic Management, I fully participated with my group prior to my suspension. I completed and submitted a Trader Joe's case study assignment. I also completed an industry analysis assignment for the class and passed a quiz. In fact, Mr. Anderson's Declaration confirms that as of 9:02 PM on January 24<sup>th</sup>, my responsibilities were noted in the submitted plan. Mr. Anderson establishes my full participation in his class before my suspension took effect, when he writes "In class on the 24<sup>th</sup>, another student assigned to Doe's group approached me with concern because Doe has *suddenly* not been responsive in the latest group chat related to completing his share of the group assignment".

Respectfully, I “suddenly” stopped responding because I was suspended. Dr. Anderson’s Declaration supports my position that I was actively involved in this class before my departure. (Emphasis added)

12. BEM 388-Management Simulation is a 1.5 credit course which does not begin until the second half of the semester. According to an email from the Professor dated January 10, 2023, the class will be starting asynchronous training sessions the week of Spring Break, March 6. As such, I have not missed any coursework for this class.

13. For SPA 212, I was actively involved in prior to my suspension, as I met with the professor over Zoom the first week of class. I am prepared to utilize the professor’s office hours and seek tutoring if it becomes necessary. Wake Forest has not provided Your Honor with any information indicating I could not receive a passing grade if provided the opportunity.

14. Finally, FIN 333-Advanced Finance is an elective course which is largely project and case based, rather than homework and exam based. Accordingly, I will be able to make up any missed work to date, if permitted to return. Again, the Defendant does not question my ability to pass this class.

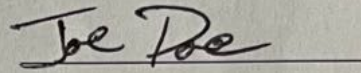
15. I would like to also note the significance of paragraph 4 of both Dr. Palak and Dr. Anderson’s Declarations. Both of these individuals affirmatively stated that Seth Youngblood, Wake Forest’s Associate Director of Integrative Students Services, requested that “special accommodations” be made so that Wake Forest could keep me off campus by permitting me to attend classes virtually.

16. Respectfully, if Wake Forest can make my professors create “special accommodations” so that my classes can be remote only, they can certainly make “special

accommodations” to help assist me in making up lost time so that I can graduate on time and move forward with my life.

I declare under penalty of perjury that the foregoing statements are true to the best of my knowledge.

Dated Charlotte, North Carolina  
February 17, 2023

A handwritten signature in black ink, appearing to read "John Doe", written over a horizontal line.

“John Doe”